

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
BROWNSVILLE DIVISION**

SAVE RGV,

Plaintiff,

v.

SPACE EXPLORATION TECHNOLOGIES
CORP.,
Defendant.

Civil Action No.1:24-cv-00148

DECLARATION OF CAROLYN WOOD

I, Carolyn Wood, declare as follows:

1. I am over the age of 18, of sound mind, and if called upon, could testify under oath as to the following.

2. I am a Senior Environmental Regulatory Engineer at Space Exploration Technologies Corporation (“SpaceX”) at Starbase in Boca Chica, Texas. I’ve been working in this position since September 2023.

3. Before working at SpaceX, I worked at the Texas Commission on Environmental Quality (“TCEQ”) for over 20 years, including 4 years as Work Leader of the Water Section in the Harlingen Region Office (from about 2016-2020). As Work Leader, one of my roles was being responsible for administering and supervising investigators and the enforcement of the Texas Multi-Sector General Permit (“Texas MSGP”). I am therefore familiar with the Texas MSGP, though I did not participate in TCEQ granting permit coverage to SpaceX.

4. As the Senior Environmental Regulatory Engineer, among other things I am familiar with and responsible for SpaceX’s compliance with the Texas MSGP; preparation of,

along with our consultant GreenThink Consulting, compliance with, and updating SpaceX's Stormwater Pollution Prevention Plan ("SWPPP"); familiar with the operation of the deluge water system; responsible for conducting sampling of the deluge water system after each test and launch; responsible for arranging the samples to be tested at a certified lab and reviewing the results; and responsible for evaluating those results and communicating them to TCEQ, including regarding SpaceX's deluge water system and its compliance with all Texas MSGP effluent limits.

5. As the Senior Environmental Regulatory Engineer, and as I explain below, I am also familiar with SpaceX's application to TCEQ for *additional* permit coverage for the deluge water system. On July 1, 2024, SpaceX applied for an individual Texas Pollutant Discharge Elimination System ("TPDES") permit for the deluge water system. Since that time, SpaceX has, among other things, entered into an Agreed Order with TCEQ that states that SpaceX "may continue to operate the Facility..." meaning the deluge water system. *See* Exhibit A, Sept. 19, 2024 e-mail from TCEQ's S. Schar ("To answer your question: Yes...so long as SpaceX follows the ordering provisions of the agreed order, TCEQ will consider SpaceX to be in compliance with the agreed order for any future discharges from the water deluge system..."); Exhibit B, August 13, 2024 Agreed Order at 3 ("the Respondent may continue to operate the Facility under the following conditions..."). In the Agreed Order, TCEQ also stated that it has conducted a technical review of SpaceX's permit application and determined that the use of the deluge water system does not cause adverse risk to the environment.

6. I am also familiar with the "Consent Agreement" that SpaceX entered into with EPA on or about September 5, 2024, which, like the TCEQ Agreed Order, resolved without any admission of wrongdoing all allegations that SpaceX had been discharging deluge water without a permit. *See* Exhibit C, Sept. 12, 2024 letter from EPA's C. Seager ("[T]he materials you

submitted have been determined to have satisfactory[ily] met the requirements in the above-referenced Administrative Order, and it is hereby closed.”); Exhibit D, EPA Consent Agreement at 9, ¶ 28.b (memorializing that SpaceX “neither admits nor denies” the allegations of the Consent Agreement).

7. I make this Declaration in support of Plaintiff SpaceX’s Opposition to Save RGV’s Motion for Preliminary Injunction.

8. As I explain below, I created the spreadsheets attached as Exhibits E and F. The spreadsheets demonstrate the results of the laboratory testing of the deluge water after the system’s operation for tests and launches. The results cover each of the system’s usage between November 2023 to July 2024. The results show that the system complies with all effluent limitations in the Texas MSGP and the Agreed Order and has been communicated to TCEQ. SpaceX has also sampled the most recent use of the system on October 8, 2024. I submitted those samples to the lab. I expect to receive the results within 30 days. I expect that those results will be consistent with the other sample results, which comply with the limits of the Texas MSGP and the Agreed Order.

9. I have also discussed with TCEQ the deluge system, the system’s coverage under and compliance with the Texas MSGP, the deluge water’s status as a non-stormwater discharge under the Texas MSGP, and that the water is discharged at or near specific stormwater outfalls specified for that purpose in SpaceX’s SWPPP as required by the Texas MSGP.

10. Based on my knowledge, training, and experience, including my work for TCEQ administering this permit, the deluge water complies with the Texas MSGP for dust suppression, fire suppression, and use of potable water. On behalf of SpaceX, I have expressed all of these

positions to TCEQ. In April 2024, TCEQ stated that SpaceX is properly managing these discharges.

11. As explained in more detail below, later TCEQ requested that SpaceX also apply for an individual TPDES permit for the deluge water system, which SpaceX promptly did. SpaceX currently expects that it will receive the individual permit in December 2024, through the permit could be delayed if an opponent of the permit filed a contested case, which may require a hearing, which could add an additional 6 months of delay.

I. SpaceX's MSGP Permit Coverage

12. Based on my knowledge, training, and experience, including my experience administering the Texas MSGP, SpaceX is permitted to discharge stormwater as well as certain types of non-stormwater under the Texas MSGP.

13. Based on my knowledge, training, and experience, including my knowledge of the MSGP and experience administering it, the Texas MSGP authorizes SpaceX's discharges from the deluge water system for (1) emergency firefighting activities; (2) uncontaminated water for dust suppression; and (3) discharges from potable water sources. If the system were not used, a fire emergency would likely occur. If the system were not used, dust and debris would likely be scattered around because of the thrust of the rockets. The system uses potable water from the Brownsville Public Utilities Board. On behalf of SpaceX, I have expressed all of these positions to TCEQ. TCEQ has never expressed disagreement with those positions. Based on my interactions with TCEQ, I believe that TCEQ agrees with these positions. Indeed, in April 2024 TCEQ told me that SpaceX is properly managing these discharges. TCEQ has also never revoked SpaceX's permit coverage under the Texas MSGP.

14. Additionally, the Texas MSGP “Fact Sheet,” which members of the public and TCEQ use as a kind of “cheat sheet” for compliance with the Texas MSGP, states that “discharges that may occur during normal operations of an industrial facility or a commercial facility . . . do not require additional permit coverage.” This reference, which I and my colleagues would use as a “cheat sheet” for the Texas MSGP, is also additional support for my confidence that the deluge water is covered by the Texas MSGP.

15. As part of SpaceX’s compliance with the Texas MSGP, SpaceX maintains a stormwater pollution prevention plan (a “SWPPP,” sometimes called a “SW3P”).

16. As required by the Texas MSGP, Space X’s SWPPP specifies the outfalls through and near which the deluge water may discharge. Based on my personal observations, the relatively small amount of deluge water that is discharged is actually discharged at and near those outfalls. For example, based on my personal observations, the deluge water is discharged 20-30’ away from Outfall 010, as explained in the SWPPP:

Outfall 010 and Outfall 011: Stormwater from the Southeastern portion of the site around the Orbital Stand (Drainage Areas 8 and 10) and the Northeastern portion of the site (Drainage Area 11) will flow to Outfall 010 (25.995866, -97.154466) and Outfall 011 (25.996255, -97.153919). The runoff will flow via sheet flow in times of heavy flow, expected to only be when the deluge system at the Orbital Stand is in use, and discharge as such near Outfalls 010 and 011 and may ultimately flow to Segment 2501 – Gulf of Mexico. The water released will be approved non-stormwater discharge (deluge water used for dust and fire suppression) when the deluge system at the Orbital stand is used.

The outfalls described above are considered to have substantially similar discharge. Therefore, monitoring and sampling may be conducted at one of those outfalls and treated as representative for the others. Further details and identification of substantially similar outfalls are provided in Section 4.6.

17. The majority of the deluge water (90+%) is captured in retention ponds and disposed of off-site at McAllen Public Utilities Wastewater Treatment Plant No. 2.

18. I have read the Complaint filed by Save RGV in this matter and, based on my personal observations, I disagree that deluge water is impacting any waterways such as the South

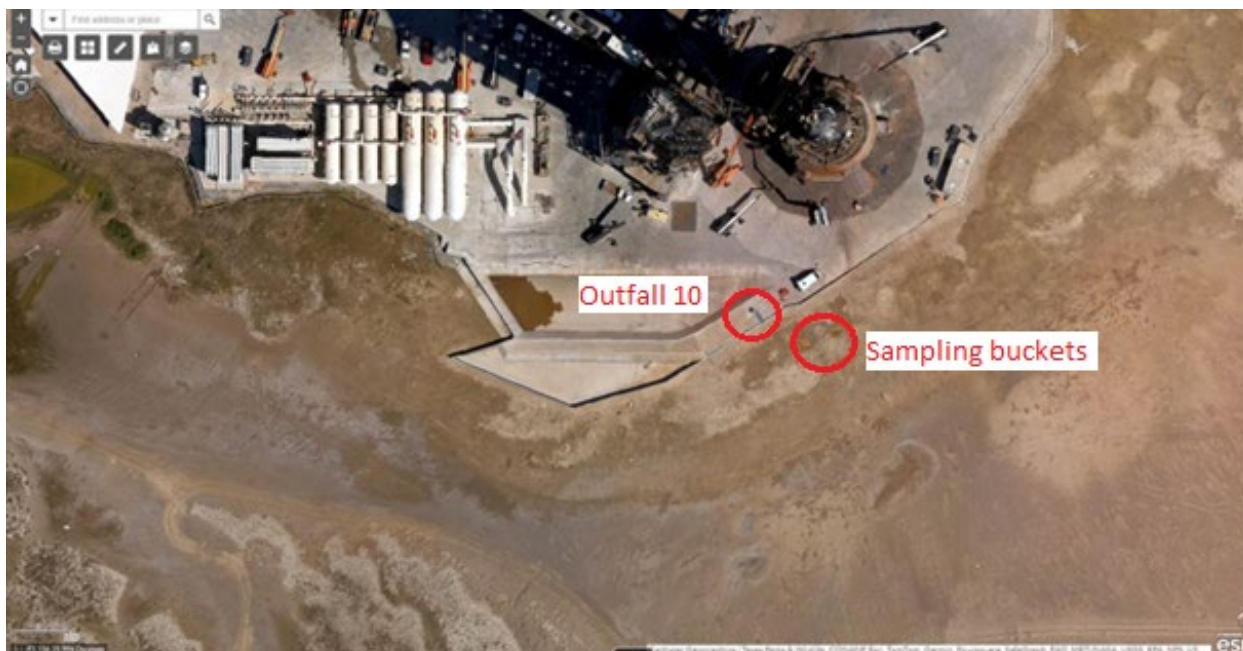
Bay of Lower Laguna Madre, are degrading water quality, or harming aquatic life. Those waterbodies that Save RGV describes are to the North of the Starbase, which is opposite side of the Starbase from where the deluge water sprays. Moreover, the deluge water that can spray off the launchpad lands on the ground approximately 20-30' off of the launchpad onto SpaceX property.

II. Deluge water sampling and reporting to TCEQ

19. While the Texas MSGP only requires annual sampling of stormwater, including deluge water, SpaceX samples and makes available to TCEQ the sample results of each use of the deluge system. SpaceX has continued these practices under the TCEQ Agreed Order.

20. I am personally involved with collecting the deluge water samples, sending those samples to a certified lab, receiving the results, analyzing those results, and reporting those results to TCEQ.

21. After each use of the deluge system, I collect samples from the retention ponds and from buckets located 20'-30' beyond Outfall 10, located south of the launch pad. Outfall 10 and the location of the buckets are circled in red in the photo below.



22. After operation of the deluge system, I collect the samples from the sample buckets. When working to collect the samples, the sample buckets usually contain an inch or less of water. I collect the water and send the samples to the lab for analysis. After I receive the results, I analyze them and send them to TCEQ.

23. Attached as Exhibit E is a spreadsheet that I made that summarizes all of the results from each of the times that the system has been used for tests and launches, except for the October 8, 2024 use of the system, because we have not yet received those sample results. The spreadsheet shows *no* exceedances of the Effluent Limitations in the Texas MSGP or the Agreed Order during any of the times the deluge system has been operated. I made available to TCEQ all of the underlying tests summarized in the spreadsheet. I also fully expect that the results of the October 8th use of the system will be consistent with the other results on the spreadsheet and will comply with the Agreed Order and the Texas MSGP.

24. For TCEQ's ease of understanding, I also prepared a separate spreadsheet that is attached as Exhibit F. That spreadsheet shows line graphs that summarizes the same results and

compares them to their applicable Effluent Limitations. In each line graph, the orange line depicts the Effluent Limitation. The blue line depicts the concentrations measured after each use of the deluge system. As one can easily see, there also are no exceedances of the Effluent Limitations in the Texas MSGP or the Agreed Order. I provided these line graphs to TCEQ.

III. SpaceX's BMP Compliance

25. The SWPPP also memorializes "Best Management Practices" ("BMPs") for preventing or effectively reducing pollution in discharges covered by the MSGP.

26. In accordance with the BMPs in SpaceX's SWPPP, SpaceX sweeps the launch pad before each use of the deluge system to prevent particulate matter contamination and clean up oil and grease from vehicles or other equipment before each use of the deluge system.

27. I can confirm that SpaceX implements these BMPs prior to each use of the deluge system.

28. In accordance with the SWPPP, SpaceX maintains logs of the BMPs it implements. SpaceX's consultant Greenthink Consulting inspects SpaceX's compliance with the SWPPP quarterly. To my knowledge, SpaceX's consultant has never raised concern with SpaceX's implementation of BMPs to manage deluge water.

IV. Communications with TCEQ and the Agreed Order

29. As stated, I have been involved in discussions with TCEQ regarding the deluge system.

30. For example, I have spoken with TCEQ to explain how the deluge system works. I have explained that the deluge water uses potable water trucked in from the Brownsville Public Utilities Board; stored in clean, dedicated tanks; pumped through clean, dedicated pumps; and discharged off-site at or near outfalls permitted for this purpose and specified in the SpaceX

SWPPP. I have also made available the sampling results summarized in Exhibits E and presented in F. Also, in a conversation that took place around April 2024, TCEQ indicated to me that SpaceX was managing its deluge water discharges properly.

31. In connection with SpaceX's desire to use recycled water instead of potable water from the deluge system, and after receiving Save RGV's notice letter of June 4, 2024 that threatened to file suit against SpaceX, on July 1, 2024 SpaceX submitted to TCEQ an application for an individual TPDES permit for the deluge water system.

32. On August 2, 2024, TCEQ notified SpaceX that it had received at least one complaint from a member of the public about the deluge water system. For the first time, TCEQ characterized the deluge water being discharged as industrial wastewater. TCEQ recommended that SpaceX take corrective action by submitting an individual TPDES permit application for the deluge water system.

33. In order to resolve any other questions or complaints about the deluge water, SpaceX and TCEQ then negotiated an Agreed Order. From my past work at TCEQ, I am familiar with Agreed Orders. This Agreed Order, like many others I have seen, states that SpaceX does not admit to violating the Clean Water Act and denies all allegations. Exh B, I.¶ 3 ("The occurrence of any violation is in dispute and the entry of this Order shall not constitute an admission...of any violation...nor of any statute or rule"); *id.* at III (SpaceX "generally denies each allegation").

34. The Agreed Order also memorializes that:

- a. That SpaceX has voluntarily submitted an administratively complete permit application for the deluge water (*id.* at I.¶ 9).

- b. That TCEQ conducted a technical review of the application and determined that the use of the system does not cause adverse risk to the environment (*id.*).
- c. That SpaceX may continue to operate the deluge water system so long as SpaceX continued to sample the deluge water and make those sample results available to TCEQ (*id.* at IV.2.a-d).

35. TCEQ has also independently confirmed in writing that SpaceX may continue to operate the deluge system so long as SpaceX complies with the Agreed Order. *See* Exhibit A, Sept. 19, 2024 e-mail from TCEQ’s S. Schar (“To answer your question: Yes...so long as SpaceX follows the ordering provisions of the agreed order, TCEQ will consider SpaceX to be in compliance with the agreed order for any future discharges from the water deluge system...).

36. Based on my personal knowledge of SpaceX’s operations and the requirements of the Agreed Order, SpaceX is complying with the Agreed Order, including but not limited to proceeding with the TPDES application process, sampling all deluge water in accordance with the Agreed Order, and making those sample results available for review by TCEQ. The Agreed Order will be finalized when signed by TCEQ, which I will expect will occur shortly.

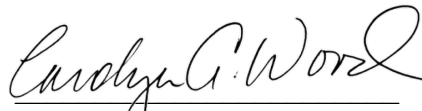
37. Similarly, SpaceX also negotiated with EPA a “Consent Agreement” that was finalized on or about September 5, 2024. Like the TCEQ Agreed Order, SpaceX and EPA agreed that SpaceX would pay to EPA a civil penalty and that the Agreement would resolve without any admission of wrongdoing all allegations that SpaceX had been discharging deluge water without a permit from 2022-2024. *See* Exhibit D, EPA Consent Agreement at 11; *id.* at 9, ¶ 28.b (memorializing that SpaceX “neither admits nor denies” the allegations of the Consent Agreement). Based on my understanding from EPA’s most recent letter to SpaceX, and my past experience working for TCEQ and with EPA, the Consent Agreement and SpaceX’s application

for a TPDES permit closes out EPA's enforcement matter. Exhibit C, Sept. 12, 2024 letter from EPA's C. Seager ("[T]he materials you submitted have been determined to have satisfactory[ily] met the requirements in the above-referenced Administrative Order, and it is hereby closed.").

38. Attached are true and correct copies of all of the Exhibits referenced in this declaration.

39. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 10th day of October 2024, in Boca Chica, Texas.



Carolyn Wood